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**Embassy of India
Kuwait**

Tender Notice for hiring of Local Security Guards for Embassy of India, Kuwait

NO. - KUW/ADMN/815/01/2025

DATED - 15.05.2025

Last Date of Submission: 05.06.2025

Annexure I-	Quality Parameters For Local Security Guards (LSG)
Annexure II-	Quality Parameters For Service Provider Company
Annexure III-	Financial Bid Proforma
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Annexure V-	Draft Contract

**Embassy of India
Kuwait**

Section-I: Instructions to Bidders

The Embassy of India, Kuwait (hereinafter referred as EOI) invites sealed tenders inclusive of all types of taxes from professional and reputed security companies/ firms for providing Contract Security services at **Embassy of India, Diplomatic Enclave, Safat 13015, Arabian Gulf St, Kuwait.**

2. The tender documents can be downloaded from: <https://indembkwt.gov.in/whats-new.php> and <http://eprocure.gov.in/cppp>. Bidders are requested to go through the terms and conditions contained in the bid document.

3. The tender is invited in two parts: (i) Technical Bid (**along with EMD and as per the annexures I, II**) and (ii) Financial Bid; (**Annexure III**)

(a) First envelope – superscripted as “Technical Bid – Local Security Guard” and

(b) Second envelope – super scripted “Financial Bid – Local Security Guard.”

4. Both sealed envelopes shall be kept inside a large sealed envelope i.e. in a Third envelope super scripted as “Tender Quotation for Local Security Guard”. It should also be super scripted at the bottom left corner with the Full name, Postal address, Fax, E-mail, Telephone number of the bidder.

5. The first sealed cover superscripted as “Technical Bid” should contain details of technical capabilities of the firm (with documentary evidence i.e. firm registration paper, experience with other offices/organizations etc.)

6. The second envelope superscripted “Financial Bid” should contain rates only for Annual contract as per Annexure-III.

7. **EMD [Earnest Money Deposit]: KWD 421/- (Kuwaiti Dinar Four Hundred Twenty One only)** by way of Banker’s cheque/Demand Draft in favour of the Embassy of India, Kuwait. Any bid not accompanied with Earnest Money Deposit/Tender Security Amount shall be rejected. The EMD of the unsuccessful bidder will be returned within 30 days after the award of the contract. The EMD may be forfeited in case the bidder withdraws his bid during the period of bid validity or in case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish performance guarantee or furnishing of any wrong information. ***The validity of the EMD will be 6 months.*** Embassy won’t pay any interest on the EMD.

8. Bids may be hand delivered or sent by courier/post to Head of Chancery, **Embassy of India, Diplomatic Enclave, Safat 13015, Arabian Gulf St, Kuwait**, so as to reach on or before the prescribed date i.e. **05.06.2025 by 1600 hrs.** The Embassy will not be responsible for any postal delay.

9. Technical Bid Evaluation: In the first stage, only the envelope containing the Technical Bid along with EMD will be opened on the appointed date and time, in presence of the bidding companies (one representative each) and shown as a token of receipt of the documents in time. The sealed envelope containing the Financial Bid will be shown to the members present, but will not be opened at this stage.

The Technical Bids will be examined and evaluated by the Embassy subsequently on the basis of responses to the NIT. Bidding companies which do not qualify in the technical evaluation will not be considered for qualification to the Financial Bid stage.

10. Financial bids: Bidding companies, which have qualified in the Technical Bid stage, will be informed by email/telephonically to be present on the date and time fixed by the Embassy and the financial bids will be opened in their presence.

11. After opening of the financial bids, L1 bidder will be announced based on the lowest financial quote. The final decision of the Embassy on award of contract will be communicated in due course. The notification of award will constitute the formation of contract.

12. Price quoted should be on an all-inclusive basis to be paid monthly and shall include the cost of all services, personnel, transportation, rentals taxes, consumables, VAT social security, insurance of the security guards etc.

13. All quotations should have date and signature of the authorised signatory of the service provider company with stamp.

14. All quotations must be neatly typed/computer printed. Handwritten offer will be rejected. The bid will remain valid for a period of **180 days**.

15. EOI will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.

16. The contract shall be valid for a period of two years and can be further extended by the Embassy of India, Kuwait for one more year at the same cost, terms & conditions and satisfactory performance of the company.

16. Termination of Contract: EOI reserves the right to revoke the contract at any time during the contract, without citing any reason by giving **Three - months advance notice** to revoke the contract. However, Embassy shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, what so ever that the Embassy be wound up and close, security considerations, violation of privacy laws etc. The Service Provider may terminate the contract by giving **three month's advance notice** with justification for termination of services. Embassy reserves the right to impose a financial penalty of equivalent to the service charges of one month, in case the latter terminates the contract without providing three months termination notice.

17. EOI reserves the right to amend any of the terms and conditions contained in the Tender Document or reject any or all applications/offers without giving any notice or assigning any reason thereof. The decision of the EOI in this regard shall be final and binding upon the bidders.

18. The important schedules and dates are as under:

No	Particulars	Date
a.	Date of publication of bids	15.05.2025
b.	Last date of submission of bids Dates	05.06.2025 by 1600 hrs
c.	Date of opening of Technical Bids at EOI (Participant bidders may wish to be present)	12.06.2025 at 1430 hrs

19. All bidders are requested to read and understand the terms and conditions of the contract before submitting their bids. No Change or violation of the aforementioned terms and conditions is permissible once the quotation is accepted by EOI.

20. The rates will be fixed during the contract period and there will be no change in rates and no escalation in rates will be acceptable.

21. For any tender related enquiry/clarification/site visit, please contact Embassy of India via email: hoc.Kuwait@mea.gov.in or admin.Kuwait@mea.gov.in

**Embassy of India
Kuwait**

Section-II: SERVICE REQUIREMENTS

A. General requirements:

1. Embassy needs a team of local security guards to carry out traditional protective security tasks such as access control, patrols, X-ray mail, luggage scan, escorts, protection of assets (people, equipment and information) etc. Man guarding services must be provided on-site as per the following:

No	Description	Nos.	Shift Hours / Timings	Days
1	Male Security Personnel	1	Duty hours (24 X 7) <i>[in 3 shifts as per requirement of the Embassy]</i>	Sunday - Saturday
2	Male Security Personnel	1		
3	Male Security Personnel	1		
4	Female Security Personnel	1	From 8 AM to 4 PM	Sunday - Thursday

B. Access Control of the premises:

- A. LSG should possess training in basic security duties such as access control and anti-sabotage checks (of person, baggage and vehicles) including the use of basic security tools such as HHMD, DFMD, monitoring CCTV, baggage and letter scanners etc. They should possess knowledge of the potential threats to a foreign Mission/Post in general terms and also knowledge of what is 'suspicious' in terms of men and material in the given local context, also should be thoroughly proficient and trained in handling other security equipment they are supposed to carry or use.
- B. Screening of Cleaners, Contractors, Caterers and their employees, Visitors & their Vehicles, Baggage Scanning, Control of any electronic equipments, etc.
- C. During fire or building evacuations/emergencies act in accordance with the directions of Embassy Officers by following Standard Operating Procedure (SOP) of EOI.
- D. During protest/demonstration, civil unrest etc. act in accordance with Emergency Procedures and Standard Operating Procedures of EOI.
- E. The LSGs should contact EOI Officers when incidents/breaches of security happen. The following incidents are to be reported immediately, as soon as practicable, after the incident occurs:
 - Trespass or any attempted breaches at EOI & Ambassador Residence.
 - Any attempt by a staff member or visitor to bring prohibited items, including edged weapons or firearms.

- Any suspicious mail items.
- Suspicious individuals or activities.
- Reported or identified theft.
- Any instances where security or fire alarms were reported as being activated.
- Vandalism.
- Any activity/incident that is not part of the regular day to day activities of personnel or EOI functions.
- The placement/ abandonment of any items/vehicles left unattended that do not belong to EOI.

**Embassy of India
Kuwait**

Section-III : Terms & Conditions

Quality parameters for local security guards (LSGs):

1. LSGs should not be more than **45 years of age [preferably less than 40 years]**. The LSGs should submit certification of qualification after being security trained in a Government recognized institution. They should have experience in guarding other Diplomatic Missions/Govt/Semi-Govt/Autonomous body/reputed Corporates in Kuwait.
2. To assist in regulating visitors to the premises while being polite and courteous with visitors. Take periodic patrolling and surveillance for suspected activities of visitors in premises.
3. Must possess basic training in Fire Fighting. Should follow local laws and customs at all times, both during duty hours and while present on the premises of the Embassy.
4. LSG should have basic spoken knowledge Arabic and English so that communication essential to smooth discharge of security duties, both routine and emergency, between the Mission and LSG is possible. He should have attended education at least upto 10th standard or matriculation equivalent.
5. Brief CV of LSGs for record is mandatory. It should have details such as: Civil ID, Name, DOB, Place of Birth, Gender, Passport Number, Nationality (Current and previous if any). Cell Phone No. Residential address, Education qualification, Language spoken and Industry skill certification.
6. Should be physically and mentally fit and should not suffer from an apparent disability. **Service Provider should submit Medical Certificate in r/o every LSGs from an authorized Medical practitioner.** LSG'S should not be emaciated, feeble and timid in apparent sense.
7. Should have been vetted by the Local Kuwait Government's Security Department(s) in terms of past record, character and antecedents. The service provider should be able to provide details of the Security Guard and also proof of their vetting.
8. Security Guards should perform their duty in smart uniform and their overall appearances should be neat and clean. The contractor must ensure that all its staff on duty at EOI are provided with sufficient quantity of tailored clothing to enable them to always work in a properly maintained, clean uniform. The uniform clothing shall enable clear distinction from all other persons within the EOI premises. The contractor shall also provide its personnel with an identification tag, displaying the name of the individual.

9. LSG should possess training in basic security duties such as access control and anti-sabotage checks (of person, baggage and vehicles) including the use of basic security tools such as HHMD, DFMD, monitoring CCTV, baggage and letter scanners, first aid, fire fighting equipments etc. They should possess knowledge of the potential threats to a foreign Mission/Post in general terms and also knowledge of what is 'suspicious' in terms of men and material in the given local context, also should be thoroughly proficient and trained in handling other security equipment they are supposed to carry or use.
10. The company should have provisions for real time checks of functioning of the Security Guards to ensure that the quality of the provided staff and service rendered is above the benchmark.
11. All Security Guards should have impressive built, bearing and personality with appropriate Body Mass Index (BMI).
12. The tenderer must deploy only candidates who fulfil the minimum requirements as specified. EOI reserves the right to refuse candidates that are found unsuitable for the assignment. In this case, the tenderer shall propose alternative suitable candidates.
13. In case of absence by a member of the tenderer's staff due to sickness or other unforeseen circumstances, the tenderer shall guarantee a replacement, within a maximum of one hour from the starting time of the deployment. In case of non-performance or misbehaviour of whatever nature by a member of the tenderer's staff, access to the EOI or other premises or property may be refused and depending on the circumstances, EOI might request his exclusion from the deployed team. In such a case, the tenderer must arrange for a replacement, within a maximum of one hour from EOI request. The replacement shall not oblige the EOI to pay any additional remuneration, fees or costs other than those laid down in the initial contract. The contractor shall bear all the additional costs arising out of or incidental to such replacement. Any changes of any sort shall be communicated by the tenderer to the EOI in writing; in case of changes affecting security staff already deployed, the tenderer shall consult with EOI, at least five working days in advance. The successful tenderer will be required to make every possible effort to keep the turnover within the security staff deployed at the EOI to absolute minimum.
14. EOI reserves the right to interview any new security guard deployed within the contract and provide its opinion to the contractor after the interview in order to ensure that best security services are provided.
15. The rates will be fixed during the contract period and there will be no change in rates and no escalation in rates will be acceptable.

Quality parameters for service provider companies:

There are certain basic parameters against which competing Security companies shall provide detailed information in descriptive terms along with supporting documents and records. Technical Evaluation Committee shall go through these supporting records

and documents, verify and cross check the authenticity of these records through due diligence.

1. List of other clients to which the company is serving in terms of supply of LSGs in the host country and other countries to ascertain the level of global security knowledge and experience the bidder has.
2. Past experience, service history, achievements of company.
3. Evidence of registration of the company under relevant statutory regulations.
4. Evidence of range of security services provided.
5. Whenever a new person is posted to replace the previous one, the brief CV of the new person must be provided to Embassy for record. Provision of periodical rotation of LSGs.
6. Training facilities: does the company have its own training facilities (details thereof) or tie-up with another provider or a company that focuses on training?
7. What is the curriculum and duration of training of security guards?
8. Industry certification obtained by the company for its quality, company relationship with local police.
9. Scope and limit liability of the company.
10. Security Agency should be presently serving at least one Diplomatic Mission in Kuwait for at least 2 years. A list of such organizations may be provided with evidence.
11. The LSGs should be hard-boiled security professionals with profound experience and skill quotient in the field.
12. Years of overall experience in providing security personnel and related services and proven expertise in the field of security in Kuwait and have successfully completed similar type of work in any Other Diplomatic Mission/Govt / Semi Govt. / Autonomous Body / Embassy / Consulate with complete details pertaining to past 5 years.
13. It is also desirable that Security Companies also provide details of contracts completed in the last 5 years, wherein, security services have been rendered to Diplomatic Missions, Kuwait Government Offices and reputed establishments, which demonstrates their experience in fulfilling requirements of our scope of work.

Other terms and conditions that should be a part of the Service Agreement:

1. **Penalty Clause:** In case of any loss to the property of Mission, life or limbs of Mission staff/other etc., due to negligence of the security personnel or substandard services of the security agency, the damages will be assessed by a committee formed by the Mission who will fix the amount of liability to be tendered. In case of any damages, the security deposit will be withheld/forfeited as penalty. The decision of the

Mission regarding fixing of damage/defect liability and withholding/forfeiting of security charges will be final and binding on the tenderer.

2. **Performance Security/ Security Deposit:** The successful bidder will submit a Performance Security in the form of Bank Draft or Bank Guarantee *(as per format given at Annexure VI)* of **5% of the total contract amount** [5% of payment for 24 months] within 15 Days of award of work. **The bank guarantee must remain valid 60 days beyond initial tenure of contract period** [validity 26 months]. Subject to satisfactory performance, the Embassy may extend the contract for an additional year, in which case the First Party shall extend the Performance Bank Guarantee (PBG) by a further 14 months [One Year + 60 Days].

3. The PBG can be extended further one more year [14 months] if EOI would like to extend its contract for further one more year. The Guarantee amount in full or part may be forfeited in the following cases:-

- A. When the terms and conditions of the contract are breached.
- B. When the service provider fails to comply with minimum service levels agreed upon.
- C. When the service provider fails to comply with statutory requirements.
- D. The service provider shall forfeit the performance security in full in case the service provider terminates the contract without providing **one month termination notice**.
- E. The guarantee money shall be refunded 60 days after successful completion of contract period provided there is no breach of contract during the period of the contract or there is no claim for damages from Embassy side. No interest shall be paid on the service guarantee.

4. **Arbitration:** All disputes and differences between the parties shall be subjected to the jurisdiction of **Kuwait** Courts.

5. The Embassy of India, Kuwait (hereinafter referred to as Embassy) shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial tender. The lowest price criteria shall be applied on the total.

6. Price quoted by the bidder and agreed to by the Embassy shall be considered final and no price escalation will be permitted thereafter. Bidders must quote the price in the format given at **Annexure-III** of this document.

7. In case of any ambiguity/dispute in the interpretation of any of the clauses in this tender document, Embassy's interpretation of the clauses shall be final and binding on all parties.

8. The successful bidder, on award of contract, must send the contract/ acceptance in writing within 07 days of award of contract, otherwise the contract will be awarded to the next successful bidder i.e. L-2.

9. Any deviation or deficiency concerning the quality of service provided by the agency or violation of the provisions in the contract shall be taken as violation by the contract and under such circumstances either party can end the agreement after giving one months notice.

10. The company is prohibited from subletting/outsourcing the job to any other agency.

11. Rotation of Staff: The Company should have sufficient Security Guards on its roll so that the Security Guards are rotated periodically, if needed. The Security Guards deployed could also be temporarily used at the events organised by the Embassy outside the premises, if required. The Embassy reserves the right to deny engagement of LSGs of certain nationalities and origin due to security considerations.

11. Confidentiality and Secrecy: The company shall ensure that all information, data, and documents shared by the Embassy, in connection with this contract are treated with utmost confidentiality. The company shall not disclose, share, or disseminate any sensitive information to unauthorized personnel, third parties, or external entities without prior written consent from the Embassy. Any breach of confidentiality or unauthorized disclosure will result in immediate termination of the contract and may invoke legal consequences. The Company must also implement adequate security measures to safeguard all data and ensure compliance with relevant data protection regulations throughout the contract period and thereafter.

QUALITY PARAMETERS* FOR LOCAL SECURITY GUARDS (LSG) TO BE PROVIDED

The bidder is required to write 'Yes' or 'No' in the column REMARKS. In case of partial fulfilment, the bidder requires to mention which conditions cannot be fulfilled.

No.	Item/ Description	REMARKS
1.	LSGs should not be more than age of 45 [Preferably 40 years] and supervisor, wherever necessary, should not be more than 45 years of age.	
2.	LSGs should be physically and mentally fit. Service provider should submit Medical Fitness Certificate in respect of every LSG from an Authorized Hospital/Medical practitioner.	
3.	LSGs should have been vetted by local Government's security department(s) in terms of past record, character and antecedents. The Provider should provide background details of the LSGs and also proof of their vetting.	
4.	LSGs should possess training in basic security duties such as handling gadgets like Fire Extinguishers, access control, conduct anti-sabotage checks including use of X-Ray Baggage Scanner, Vehicle Scanner, Under deck Scanner, HHMD, DFMD, CCTV monitoring, letter scanners etc.	
5.	LSGs should have passed at least Grade 10 or equivalent.	
6.	LSGs should be fluent in local languages and possess minimum English language skills to communicate with the Mission's officials.	
7.	LSGs should perform duties in smart uniform and their overall appearance should be neat and clean.	
8.	LSGs should be thoroughly proficient and trained in other security equipment they are supposed to carry/use.	
9.	Service provider should have provisions for real time check of functioning of the security guards to ensure that the quality of the provided staff and the service they render is always the benchmark. The provider should be able to provide proof of this to the Embassy.	

****These parameters are Embassy's critical minimum requirement and any inability to meet any or all of these would make the service provider liable for rejection at the technical bid stage only.***

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

(Signature of the authorized signatory)

Dated

Name and address of the Agency/Company Seal of the firm

QUALITY PARAMETERS FOR SERVICE PROVIDER COMPANIES

In case of partial fulfilment, the bidder is required to mention which conditions cannot be fulfilled.

No.	Item/ Description	Response*
1.	Provide the list of other clients like Embassies, International organizations, reputed companies, Govt offices/Ministries etc. to whom the company is serving in Kuwait as well as in other countries, if any.	
2.	Submit a brief of past experience, service history and achievements of the company.	
3.	Submit evidence of registration of the company under relevant statutory regulations such as labour laws, licenses etc.	
4.	Any other security services other than manpower services provided to the clients should be enumerated.	
5.	Provide the information on current size of the reserve pool of guards and logistics such as response teams, patrol vehicles, security/ communication equipment, control room facilities under use etc.	
6.	Attrition rate of security guards and supervisors (the average period for which a security guard remains with the company.)	
7.	Provider should clearly mention whether it has its own training facilities or avail the facility of another provider or a company that only focuses on training. Also to indicate curriculum and duration of training of the security guards and the supervisors.	
8.	Industry certification obtained by the provider for its quality from the specialized security certification bodies. Also to specify service provider's relationship with local police.	
9.	Scope and limit of liability of the company in terms of compensation for its security failures in monetary terms.	
10.	Provide the information on take home pay and other allowances of the security guards. (Monthly figures in Kuwaiti Dinar).	

**Responses shall be filled in the given column and relevant documents shall be enclosed with the technical bid.*

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

(Signature of the authorized signatory)

Dated

Name and address of the Agency/Company Seal of the firm

FINANCIAL BID

PROFORMA TO BE FILLED UP AND SUBMITTED IN THE BID (IN ENGLISH)

1.	Name of the Bidding Agency/Company	
2.	Address of the Bidding Agency/Company	
3.	Contact details of the Bidding Agency/ Company	

Break-up of the total cost:

No.	Duty Point	No. of shifts with duration of each shift	LSGs in one shift	Total No. of LSGs	Unit Price (monthly) In KWD	Total Amount (in KWD) Inclusive all types of taxes, Charges, VAT etc.
01	Embassy of India, Kuwait	3 Male (8 hours per shift) 24 X 7	01	3		
02	Embassy of India, Kuwait	1 Female [0800 - 1600 hrs] Sun - Thu	01	01		

Total monthly amount:

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge. The quoted unit price (monthly) includes all mandatory contribution such as social security contribution etc. as per the extant provision of the Local Government.

(Signature of the authorized signatory)

Dated

Name and address of the Agency/Company_Seal of the firm

Performance Guarantee (Bank Guarantee Format)

To

Embassy of India,
Kuwait.

WHEREAS (Name of the Service Provider) herein called "the Bidder" has undertaken, in pursuance of Contract No. No. Kuw/Admn/815/1/2025 dated to provide a complete Security services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider a Guarantee. THEREFORE, We hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of..... (Amount of..... the Guarantee in Words and Figures 5% of contract value) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of.....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until theday of, 2025.

(Signature and Seal of Guarantors)

Details:

Address:

DRAFT Contract

This contract is made and signed on this the between **Messrs.** represented by Hereinafter referred as **First Party**.

Embassy of India, Kuwait represented by (**HOC**) and authorised signatory for the Embassy, located at Diplomatic Enclave, Safat 13015, Arabian Gulf St, Kuwait. Telephone: +965 22530600, FAX: +965 22546958, email- hoc.kuwait@mea.gov.in. Hereinafter referred as **Second Party**.

The contracting parties declared of their capacity to act and contract and they agreed as follows:

Preamble

Whereas the First Party is a specialized and licensed company for undertaking security and Security Personneling work according to the valid laws in the State of Kuwait and whereas it possesses all the material, moral capabilities, technical experience and trained and specialized personnel that enable it to perform their skills according to the best standards in a professional manner, as required by the Second Party. Whereas the Second Party expresses its desire to entrust the security operations of the premises (Embassy of India - Kuwait), to the First Party according to the need of the Second Party. Now this agreement witnesses as follows:

Clause 1:

The above preamble is considered an integral part of this contract, complementary to its items and the contract is disregarded without it. The documents forming the Contract shall be interpreted in the following order of priority:

- A. The signed Contract Agreement;
- B. The letter of Award
- C. The completed Tender Submission Sheet as submitted by the Tender;
- D. The Scope of Work, and
- E. Performance Bank Guarantee
- F. Tender Document- No. Dated and subsequent clarification no. dated

Clause 2:

The First Party undertakes to:

- 1. Provide the salaries and financial dues of all types for the Security Personnel.
- 2. The First Party is responsible toward the Second Party and any other third parties for any risks caused by he Security Personnel and damages to the premises of Second Party or third parties.

3. The First Party is not responsible for any risks and damages suffered by the Second Party or third parties, if such risks or damages are caused by force Majeure or if it is caused by the Second Party.

Clause 3:

The First Party undertakes to:

1. Provide security uniform and transportation for the Security Personnel.
2. Provide suitable and healthy residence for the Security Personnel who are entrusted to execute the works of this contract for the Second Party.
3. Provide Medical facility to the Security Personnel, whenever required.

Clause 4:

The period of this contract is **Two years** starting from **2025**, and it shall expire on**2027**. The Second Party can extend contract further one more year on the basis of satisfactory services provided by the First Party.

Clause 5:

The First Party is responsible for ensuring that the appointed Security Personnel strictly comply with the following quality parameters:

- A. Age should be **below 40 years**.
- B. They must be physically and mentally fit and should not be suffering from any apparent disability. The First Party should submit Medical Fitness Certificate in respect of every Security Personnel from an authorized Medical practitioner.
- C. Should have been vetted by Kuwait security department in terms of past record, character and antecedents.
- D. Should possess training in basic security duties such as access control and anti-sabotage checks including use of basic security tools.
- E. Should have attended education at least 10th standard or matriculation equivalent.
- F. Should have a working knowledge of spoken Arabic and English language.
- G. Should perform duties in smart uniform and their overall appearance should be neat and clean.
- H. Should be thoroughly proficient and trained in other security equipment such as DFMD, HHMD, and baggage scanners etc. they are supposed to carry or use.
- I. Should follow local laws and customs at all times, both during duty hours and while present on the premises of the Second Party.

Clause 6:

In the event of the absence of any specific Security Personnel on duty, the First Party commits to promptly dispatch a replacement. The First Party is obligated to inform the Second Party in advance and provide valid identification proof and a medical certificate for the reliever personnel, if required by the Second Party.

Clause 7:

The Second Party has the right to request the First Party to remove any of the Security Personnel and replace him with another Security Personnel, provided that the Second Party notifies the First Party about the reason for requesting such removal.

Clause 8:

1. The First Party undertakes to Security Personnel the location of the Second Party, (Embassy of India - Kuwait and its properties and to work up to the highest standard of efficiency. Furthermore, the First Party undertakes to notify the Second Party or their representative immediately about any damage, theft or any works that happen and causes damage to the premises and the beneficiaries.

2. Penalty: In case of any loss to the property of Mission, life or limbs of Mission staff/other etc., due to negligence of the security personnel or substandard services of the security agency, the damages will be assessed by a committee formed by the Mission who will fix the amount of liability to the tendered. In case of any damages, the security deposit will be withheld/forfeited as penalty. The decision of the Mission regarding fixing of damage/defect liability and withholding/forfeiting of security charges will be final and binding on the tenderer.

Clause 9:

It is agreed between the parties that the wages rate per Security Personnel and the schedule is as in the below table. Payment is to be settled by the Second Party at the end of every calendar month by virtue of an invoice sent by the First Party to the Second Party within two weeks.

No	Description	Nos.	Shift Hours / Timings	Days	Total wages (KD)
1	Male Security Personnel	1	Duty hours (24 X 7) <i>[in 3 shifts as per requirement of the Embassy]</i>	Sun - Sat	
2	Male Security Personnel	1			
3	Male Security Personnel	1			
4	Female Security Personnel	1	8 AM - 5 PM	Sun - Thu	
Total KD per month					
Kuwaiti Dinar ,, , , , , , , ,fills					

The rates will be fixed during the contract period and there will be no change in rates and no escalation in rates will be acceptable.

Clause 10:

1. In case that any of the parties violates any item of this contract, the contract shall be considered automatically cancelled without warning, caution or notice and without violating the right of the other party to claim for the necessary compensation and the parties declare that they are fully aware of this condition.

2. Termination of Contract: EOI reserves the right to revoke the contract at any time during the contract, without citing any reason by giving **Three-month advance notice** to

revoke the contract. However, Embassy shall also have the right to terminate the Contract by giving a lesser period of Notice under special circumstances, what so ever that the Embassy be wound up and close, security considerations, violation of privacy laws etc. The Service Provider may terminate the contract by giving three month's advance notice with justification for termination of services. Embassy reserves the right to impose a financial penalty of equivalent to the service charges of one month, in case the latter terminates the contract without providing three months termination notice.

Clause 11:

Arbitration : In case of any dispute or difference arising out of or in connection with the Contract, either party will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Second Party. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at **Kuwait** Courts. The resolution of the Arbitrator shall be final and binding on both the parties.

Clause 12:

Each of the parties declares that the address stated next to the name of each of them as a domicile to which the correspondence, notices and notifications are sent. Each party to notify the other party regarding any amendment or change that may occur to their domicile or address. All the notices, correspondence and notifications between then parties of this contract are considered received and legally effective, if they are sent by registered mail/post/courier service to the address stated in the beginning of this contract. In all the former cases the delivery shall be considered legal and that the addressee becomes aware of their contents after 24 hours from the arrival of this notification in case of registered mail and immediately in case of sending by fax during the duty hours or in the first working day in case of sending in other than the official duty hours.

Clause 13:

Performance Security/ Security Deposit: The successful bidder will submit a Performance Security in the form of Bank Draft or Bank Guarantee **(as per format given at Annexure VI)** of **5% of the total contract amount** [5% of payment for 24 months] within 15 Days of award of work. **The bank guarantee must remain valid 60 days beyond initial tenure of contract period [i.e. validity 26 months].** Subject to satisfactory performance, the Second Party may extend the contract for an additional year, in which case the First Party shall extend the Performance Bank Guarantee (PBG) by a further 14 months. The Guarantee amount in full or part may be forfeited in the following cases:-

- A. When the terms and conditions of the contract are breached.
- B. When the service provider fails to comply with minimum service levels agreed upon.
- C. When the service provider fails to comply with statutory requirements.
- D. The service provider shall forfeit the performance security in full in case the service provider terminates the contract without providing **one month termination notice.**

- E. The guarantee money shall be refunded 60 days after successful completion of contract period provided there is no breach of contract during the period of the contract or there is no claim for damages from Embassy side. No interest shall be paid on the service guarantee.

Clause 14:

Confidentiality and Secrecy:

The bidder shall ensure that all information, data, and documents shared by the Second Party, in connection with this contract are treated with utmost confidentiality. The First Party shall not disclose, share, or disseminate any sensitive information to unauthorized personnel, third parties, or external entities without prior written consent from the Second Party. Any breach of confidentiality or unauthorized disclosure will result in immediate termination of the contract and may invoke legal consequences. The First Party must also implement adequate security measures to safeguard all data and ensure compliance with relevant data protection regulations throughout the contract period and thereafter

Clause 15:

This contract is drawn up in two original copies; one of them is given to each party in order to act accordingly.

First Party:

Signature
Name-
Position-
Date-

On behalf of

.....

Second Party:

Signature
Name-
Position-
Date-

on behalf of

Embassy of India, Kuwait